

Oannes Swims Sessions

Hosted by:
Oannes Swims

Fees:

All fees are to be paid in advance
of the swim camp.

Fees Paid: Yes ___ / No ___

First Name:	Last Name:	
Current Masters Swimming (MSO) Registration# (if any):		
Birth date: (YYYY/MM/DD)		
Full Address:		
City/Town:	Province:	Country:
Postal code:	Telephone: ()	
Email Address:		
Emergency Contact Name & Relation:		
Emergency Contact Phone Number:		
I have the following health conditions, which need to be brought to the attention of the group leaders of these events:		

Oannes Swims Sessions - Waiver

RELEASE OF LIABILITY, WAIVER OF CLAIMS - ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(hereinafter referred to as "AGREEMENT")

! PLEASE READ CAREFULLY !

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

_____ (Signature of Participant)

Oannes Swims their directors, officers, employees, instructors, coaches, lifeguards, guides, agents, representatives, independent contractors, subcontractors, bag watchers, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred to as "RELEASEES")

"ACTIVITY" - **Swimming**
(hereinafter referred to as "SPORT")

DEFINITION

In this Release Agreement, the term "SPORT" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by "RELEASEES" and shall include, but is not limited to: "SPORT"; "SPORT" rental; orientational and instructional courses, seminars and sessions; travel, transport and accommodation; and other such activities, events and services in any way connected with or related to "SPORT".

ASSUMPTION OF RISKS

I am aware that "SPORT" involves many risks, dangers and hazards. The risks, dangers and hazards, including but not limited to: loss of balance; difficulty or inability to control one's speed and direction; variation of water conditions; rapid or uncontrolled movement of water; variation in environmental conditions on dryland; changing weather conditions; exposure to temperature extremes or inclement weather; travel or transport to and from the sites used for "SPORT"; travel on highways and backcountry roads; encounters with domestic and wild animals including dogs, swans, sharks, Jelly and other fish; collision with pedestrians, motor and non-motorized vehicles, deadhead items and other players; failing to swim safely or within the limitations of one's own abilities, negligence of other participants; and negligence on the part of the "RELEASEES", including the failure on the part of the "RELEASEES" to safeguard or protect me from the risks, dangers and hazards of "SPORT". I am aware of the risks, dangers, and hazards associated with "SPORT" and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the "RELEASEES" agreeing to my participation in "SPORT" and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against "RELEASEES" and to release "RELEASEES" from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in "SPORT" due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duties of care owned under the *Occupiers Liability Act*, on the part of "RELEASEES", and further including the failure on the part of "RELEASEES" to safeguard or protect me from the risks, dangers and hazards of participating in "SPORT" referred to above;
2. TO HOLD HARMLESS AND INDEMNIFY "RELEASEES" for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in "SPORT";
3. This "AGREEMENT" shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This "AGREEMENT" and any rights, duties and obligations as between the parties to "AGREEMENT" shall be governed by and interpreted solely in accordance with the laws of the province where the "SPORT" takes place and no other jurisdiction; and
5. Any litigation involving the parties to "AGREEMENT" shall be brought solely within the province where the "SPORT" takes place and shall be within the exclusive jurisdiction of the Courts of that province.

In entering into "AGREEMENT" I am not relying on any oral or written representations or statements made by the "RELEASEES" with respect to the safety of participating in "SPORT", other than what is set forth in "AGREEMENT".

I CONFIRM THAT I HAVE READ AND UNDERSTOOD "AGREEMENT" PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING "AGREEMENT", I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE "RELEASEES".

Witness - Name

Signature of Participant

Date

**COVID-19 ACKNOWLEDGEMENT
RELEASE, INDEMNITY & ASSUMPTION OF RISK AGREEMENT
READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.**

This agreement will apply to any and all activities, programs in which you participate.

1. ACKNOWLEDGEMENT

1.1 In consideration of the participant being permitted to participate in the activities, programs, and events sanctioned by Oannes Swims, (the "Activities") I understand, acknowledge, and agree to the following:

1.2 The coronavirus disease COVID-19 outbreak has been classified as a global pandemic by the World Health Organization.

1.3 I am aware of the risks to personal health due to COVID-19, including possible debilitation or death, as well as the additional risks of failure to properly follow protocols.

1.4 I will follow the Protocols such as social distancing, gathering limits, and screening may be required by the event organizers, Oannes Swims, and/ or various governments.

1.5 I will NOT be allowed to participate unless I have agreed to and signed this agreement, and unless I agree to and follow the protocols prescribed.

1.6 I am solely responsible for my safety.

2. RELEASE

2.1 I release the event organizers, Oannes Swims, and their respective members, coaches, Volunteers, officials, employees, contractors, directors, officers, participants, and sponsors; owners and/or operators of event facilities; as well as municipal, regional, provincial, and federal governments; (the "Organizations") from liability for any injury, damage, expense, loss of income, or loss of any kind suffered by the participant during, or as a result of, their participation in the sport of triathlon or the Activities, including from COVID-19 or any other infectious disease.

2.2 I expressly release to the Organizations my personal information, and the personal information of any minor participant, and authorize the use and sharing of such information for the purpose of implementing COVID-19 protocols.

3. INDEMNITY

3.1 I AGREE TO INDEMNIFY, DEFEND, and HOLD HARMLESS the Organizations from any and all expenses incurred, claims made by me or other individuals or entities, for liabilities assessed against the Organizations, including but not limited to court costs, attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my or the participant's: breach or failure to abide by any part of this agreement or any of the race sanctioning bodies' competitive rules, and/or actions or inactions which cause injury or damage to any other person, including from COVID-19 or any other infectious disease.

4. ASSUMPTION OF RISK

4.1 I understand and am aware of all the risks of the Activities, including the risks from COVID-19 and other infectious diseases, and I voluntarily assume all such risks.

4.2 I understand and agree that by accepting this agreement as the parent/guardian of a Minor, I warrant that I am entitled to execute this agreement as the parent or legal guardian of the minor participant, that I am aware of all risks of the Activities to the minor participant, and that being so informed, I consent to and assume all such risks myself.

5. TERMS OF AGREEMENT

5.1 Term of agreement: I understand and agree that this agreement will remain in effect and apply every time I and/or the participant engage in any Ontario sanctioned Activities, without requiring me to sign an additional agreement for each Activity, and that the terms of this agreement need not be brought to my attention each time in order to be effective.

5.2 Severability: I agree that should any provision of this agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

5.3 I agree to faithfully follow all infectious disease protocols prescribed as part of the Activities to the best of my ability.

Signature: _____

Date: _____ Print Name: _____